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ORIGINAL

AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

(CI Environmental On-Call Services)

NUMBER 01-CI-22-136-ORG

SEPTEMBER 1, 2001

BETWEEN

KINDER MORGAN ENERGY PARTNER, L.P.

AND

FILTER RECYCLING SERVICES, INC.

USEPA SF



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AGREEMENT SUMMARY

ORIGINAL

KM Company Name	Kinder Morgan Energy Partner, L.P.		
KM Company Principal Place of Business	Orange, California		
Agreement Title	Agreement For Professional Environmental Services		
Agreement Number	01-CI-22-136-ORG		
Agreement Type	(CI Environmental On-Call Services)		
Agreement Made as of Date	<u>1st day of September, 2001</u>		
Agreement Effective Date	September 1, 2001		
Agreement Termination Date	September 1, 2004		
Agreement "Shall Not Exceed Dollar Value"	Value issued per Work Directive Executed		
KM Designated Representative Name (Notice)	Robert Granado		
KM Designated Representative Address	1100 Town & Country Road		
KM Designated Representative City, State, Zipcode	Orange	California	92868
KM Designated Representative Phone Number	(714) 560-4873		
KM Designated Representative FAX Number	(714) 560-4678		
KM Designated Representative Name (Payment)	Robert Granado		
KM Designated Representative Address	1100 Town & Country Road		
KM Designated Representative City, State, Zipcode	Orange	California	92868
KM Designated Representative Phone Number	(714) 560-4873		
KM Designated Representative FAX Number	(714) 560-4678		
KM Contracts Administrator Name	Tona Nelson		
KM Contracts Administrator Phone Number	(714) 560-4747		
Consultant Company Name	Filter Recycling Services, Inc.		
CONSULTANT Federal Tax I.D. Number	33-0436449		
Consultant Address 1	180 West Monte Avenue		
Consultant Address (P.O. Box) 2	P.O. Box 449		
Consultant City, State, Zipcode	Rialto	California	92316
Consultant Designated Representative	Dan Lesinski		
Consultant Phone Number	800-698-4377r		
Consultant FAX Number	909-878-4142		
Consultant E-Mail Address			
Project / Services Description	CONSULTANT to provide all tools, labor, supervision , equipment and all material necessary to properly handle and dispose of hazardous and non hazardous waste generated at Kinder Morgan facilities.		

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AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

NUMBER 01-CI-22-136-ORG
(CI Environmental On-Call Services)

THIS AGREEMENT is made as of the 1st day of September, 2001, by and between **Kinder Morgan Energy Partner, L.P.** a Delaware Limited Partnership, acting as agent for Kinder Morgan and its affiliates and subsidiaries who are requiring such work as set forth in Exhibit A and who will be releasing payments for such work, with its principal place of business in **Orange, California**, hereinafter referred to as "COMPANY", and **Filter Recycling Services, Inc.**, a corporation with its principal place of business in **Rialto, California** hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, COMPANY desires the services of CONSULTANT to provide professional environmental services more specifically described in this Agreement, and

WHEREAS, CONSULTANT represents that it is qualified and desires to perform such professional environmental services for COMPANY.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties do hereby agree as follows:

1.0 TERM; DEFINITIONS

- 1.1 This Agreement becomes effective upon the date first above written and shall terminate on **September 1, 2004**, (ANNIVERSARY DATE). Upon the ANNIVERSARY DATE, COMPANY, at its option, may extend the Agreement for an additional calendar year. Upon exercise of any option, the parties agree to renegotiate CONSULTANT'S rate structure to their mutual satisfaction.

2.0 CONTRACT DOCUMENTS, SCOPE OF WORK AND ADMINISTRATION

- 2.1 This Agreement shall consist of the Contract Documents itemized below. In the event of a conflict between or among the provisions of the Contract Documents, the more or most specific provision shall control:
- 2.1.1 Agreement Number 01-CI-22-136-ORG, dated September 01, 2001
 - 2.1.2 Exhibit A Work Directive (including Scope of Work pursuant to Section 2.4)
 - 2.1.3 Exhibit B Schedule of Values
 - 2.1.4 Exhibit C Certificate of Insurance
 - 2.1.5 Exhibit D United States Environmental Protection Agency Title III, List of Lists, Consolidated List of Chemicals Subject to the Emergency Planning and Community Right To Know Act (EPCRA) and Section 112(r) of the Clean Air Act, published April 1995, as amended
 - 2.1.6 Exhibit E Project Scope Change Order
 - 2.1.7 Exhibit F CONSULTANT Safety Policy
- 2.2 CONSULTANT agrees to render professional environmental sampling, analysis, testing, characterization, assessment, remediation, and engineering services including, without limitation, Site and materials preparation, excavation, cleanup, monitoring, rehabilitation and packaging (collectively, the "Work") as may be set forth and released by the Designated Representative. When CONSULTANT

needs specific clarification pertaining to the Work, it shall request the same from the Designated Representative.

2.3 The Designated Representative shall coordinate the Work with CONSULTANT. It is understood and agreed between the parties hereto that the means or methods of performance of the Work, as well as the workers and crews provided by CONSULTANT, shall be under the exclusive charge and control of CONSULTANT, COMPANY being interested only in the results obtained. Matters of a technical nature should be directed to the COMPANY'S Designated Representative, Robert Granado , (714) 560-4873, or his or her designee(s). Matters of a commercial nature should be directed to the COMPANY'S Contract Administrator, Tona Nelson, (714) 560-4747.

2.4 This Agreement is an on-call contract. As such, COMPANY may, from time to time and in its sole discretion, issue Work Directives, substantially in the form attached hereto as Exhibit A, describing Work that COMPANY wishes CONSULTANT to perform, the location of the Work (the "Site," as more fully defined in Section 2.8 below), and the compensation to be paid for performing such Work. If CONSULTANT wishes to accept the Work, the parties shall prepare and execute a Scope of Work describing in detail the Work to be performed, which shall form a part of and be incorporated into the Work Directive. The Scope of Work shall include, without limitation, any modifications or specifications related to the Work, Milestone Schedules, deadlines, responsibilities for communications or meetings, and compensation to be paid.

2.5 Except as otherwise provided in this Agreement or in another applicable Contract Document, CONSULTANT shall furnish all of the supervision, materials, equipment, tools, supplies and services required for the complete performance of all Work, including but not limited to the Work described in each Work Directive that has been signed and returned by CONSULTANT.

2.6 Time of Completion; Extensions

2.6.1 CONSULTANT shall commence the Work no later than the date specified in the applicable Work Directive executed by the parties and shall complete the Work in its entirety no later than the date specified therein. CONSULTANT acknowledges that COMPANY may require completion of certain portions or phases of the Work ahead of others, and CONSULTANT shall diligently and expeditiously perform the Work in the sequence required by COMPANY. CONSULTANT shall also meet any and all applicable deadlines established by governmental agency orders, permits, or agreements, or by judicial decrees.

2.6.2 CONSULTANT understands and agrees that TIME IS OF THE ESSENCE in its performance of the Work and each of its obligations under this Agreement.

2.6.3 If CONSULTANT is delayed in the performance of the Work by an act of the COMPANY, by COMPANY issuance of any Project Scope Change Order, or by a Force Majeure event, and if the CONSULTANT provides COMPANY with a written request for an extension of time within ten (10) days of such event, COMPANY shall extend the time of completion by such reasonable time as possible based on the Scope of Work in the Work Directive.

2.6.4 Should the whole or any part of the Work be delayed or suspended by late delivery of materials furnished by the COMPANY, by inability of the COMPANY to obtain necessary rights of access to the Site, or by failure of other CONSULTANTS of the COMPANY to complete work which is a prerequisite to the performance of the Work by CONSULTANT, then upon written request of CONSULTANT, COMPANY shall extend the time of completion by such reasonable time as possible based on the Scope of Work in the Work Directive.

2.6.5 CONSULTANT shall notify COMPANY in writing when the Work has been completed. If, in the sole good faith discretion of COMPANY, the Work conforms to all of the requirements of this Agreement, COMPANY shall accept the Work within ten (10) working days after receipt of such written notice. If, in the sole good faith discretion of COMPANY, the Work or any portion of the Work does not conform to all of the requirements of this Agreement, COMPANY shall give CONSULTANT notice of any non-conforming Work. Within five (5) working days after receiving such notice from COMPANY, CONSULTANT shall correct all non-conforming Work or provide a mutually accepted written plan of work for correction of the non-conforming Work. Corrected Work

shall be resubmitted for acceptance by COMPANY and the above approval process will be repeated until the Work is acceptable.

2.7 Damage or Injury to Subterranean Structures or Utilities

To the extent that Work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, CONSULTANT shall confer with COMPANY or others prior to such activity and be responsible for identifying, locating and marking, as necessary, any subterranean structures or utilities ("Underground Facilities"). Thereafter, CONSULTANT shall take all reasonable precautions to avoid damage or injury to Underground Facilities which were or reasonably should have been discovered by CONSULTANT in the course of its Work. CONSULTANT will be liable for all costs and claims resulting from damage to the Underground Facilities arising out of the Work, if they were or reasonably should have been identified by CONSULTANT.

2.8 Definitions:

- 2.8.1 "Contract Documents" shall mean all relevant documents described in Section 2.1 of this Agreement.
- 2.8.2 "Day" or "week" as it pertains to the duration of a Milestone Schedule or to the passage of time for any notices shall mean, respectively, a business day or five business days.
- 2.8.3 "Day" or "week" as it pertains to the duration of a payment provision or any other passage of time herein, shall mean, respectively, a calendar day or 7 calendar days.
- 2.8.4 "Description of Waste" shall mean the document which defines the chemical content and physical characteristics of the Waste.
- 2.8.5 "Designated Representative" shall mean the person identified as COMPANY'S Designated Representative in Section 2.3 of this Agreement.
- 2.8.6 "Force Majeure" shall have the meaning given in Section 15.1 below.
- 2.8.7 "Hereunder," "herein" and words of similar import shall refer to this Agreement as a whole, rather than to a single provision.
- 2.8.8 "Milestone Schedule" shall mean any schedule or modification thereof developed by COMPANY and CONSULTANT that identifies key dates and deadlines to be met by CONSULTANT in the applicable Contract Document.
- 2.8.9 "Pollutants" shall have the meaning given in Section 4.1.5 below.
- 2.8.10 "Site" shall mean any real property on which CONSULTANT will be performing Work pursuant to the terms of the Contract Documents, whether or not owned by COMPANY.
- 2.8.11 "Testing and Remediation" shall have the meaning given in Section 4.1.5 below.
- 2.8.12 "Transporting and Disposing" shall have the meaning given in Section 16.3.2 below.
- 2.8.13 "Waste" shall mean any form of material identified or determined by the COMPANY as having no beneficial value and is either a by-product of the COMPANY's operations or is generated during investigation and remediation activities (e.g. soils, debris).
- 2.8.14 "Work", shall mean, collectively, any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by CONSULTANT under the Contract Documents, including the furnishing of all labor, services, materials, equipment and other incidentals.

3.0 CONSIDERATION AND CHANGES TO THE WORK

- 3.1 COMPANY agrees to pay CONSULTANT, for Work performed pursuant to this Agreement either on a COST REIMBURSABLE BASIS or LUMP SUM BASIS as specified in each Work Directive. The cumulative total of all Work Directives under this Agreement **SHALL NOT EXCEED Value issued per Work Directive Executed**, in accordance with the Schedule of Values, Exhibit B.
- 3.2 COMPANY shall have the right to (i) make changes in any Work performed or to be performed, (ii) require additional Work, or (iii) require the deletion of Work previously ordered. The provisions of this Agreement shall apply to all changed and added Work to the same extent as they would have applied to the Work originally described in the applicable release.
- 3.3 COMPANY or CONSULTANT may generate a written Project Scope Change Order, substantially in the form attached hereto as Exhibit E, describing any changes, additions or deletions to the Work. COMPANY will determine whether Project Scope Change Order is to be authorized or rejected. COMPANY shall not be required to furnish notice of such changes, additions or deletions to CONSULTANT's sureties.
- 3.4 Unless CONSULTANT determines, in good faith, that the implementation of any such change, addition or deletion to the Work would result in a violation of any applicable law or regulation, CONSULTANT shall perform the Work in accordance with COMPANY's written Project Scope Change Order. This provision does not relieve CONSULTANT of its obligation to use its best professional judgment in performing its Work in a manner consistent with the level of care and skill exercised by other experts in the same field.
- 3.5 The parties shall negotiate an equitable adjustment to the amount of compensation to be paid CONSULTANT in connection with the Work Directive to which the Project Scope Change Order applies, and CONSULTANT shall continue to perform the Work even if COMPANY and CONSULTANT fail to agree on the amount of such adjustment, provided COMPANY complies with its obligations under Section 3.6 herein.
- 3.6 The amount of equitable adjustment to CONSULTANT's compensation under the applicable Work Directive shall be submitted for arbitration if, within one hundred twenty (120) days of the date COMPANY furnishes the Project Scope Change Order, the parties have failed to agree on the amount. Arbitration shall be conducted pursuant to the Expedited Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), as they may be amended by the provisions herein. Each party shall bear its own costs and expenses for preparation and presentation of its case at the arbitration and half the expenses of the arbitrator, the expenses directly associated with the hearing, and the fees charged by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The location of any arbitration hearings conducted pursuant to this Agreement shall alternate between the principal offices of COMPANY and CONSULTANT, with the first arbitration to be conducted hereunder at the principal offices of COMPANY. The arbitrator's award shall be binding upon both COMPANY and CONSULTANT, and judgment on the award may be entered in any court having jurisdiction thereof. All references herein to the Expedited Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") shall be deemed to be the rules in effect on the date that the dispute is submitted for arbitration.

4.0 INSPECTION

4.1 Materials Inspections

COMPANY may from time to time, at its sole good faith option, inspect and test certain materials or equipment. Therefore in contracting for the purchase of any material or equipment that CONSULTANT will use in the performance of the Work, CONSULTANT shall obtain for COMPANY from the vendor of such material or equipment the right to inspect all such material and the manufacture and fabrication thereof. Whether or not COMPANY conducts such inspection, COMPANY shall also have the right to reject all materials or equipment that, in the sole good faith discretion of COMPANY, fail to conform to either adequate manufacturing specifications, the specifications under which such materials or equipment were purchased or the specifications required for the performance of the Work.

4.2 Field Inspection

Throughout the performance of the Work, COMPANY shall have the right to designate one or more inspectors or engineers to inspect and test the Site and the progress of the Work. CONSULTANT shall cooperate with such inspectors and engineers in order that the Work may be fully inspected and that COMPANY may at all times be fully advised of the progress of the Work and the manner in which it is being performed.

4.3 Inspection Not Acceptance

CONSULTANT expressly understands and agrees that any inspection by COMPANY pursuant to this Contract shall be for COMPANY'S sole benefit and shall not be deemed an acceptance by COMPANY of all or any portion of the materials or Work so inspected. CONSULTANT further understands and agrees that no inspection by COMPANY pursuant to this Contract or approval or failure to object to any portion of the Work shall relieve or release CONSULTANT from any duties, obligations, or liabilities provided in this Contract.

5.0 INSURANCE

5.1 CONSULTANT agrees to carry and maintain the following insurance, from carriers with an A.M. Best rating of at least A-/VIII:

5.1.1 Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the Work is to be performed;

5.1.1.1 If CONSULTANT performs work on or adjacent to navigable waterways CONSULTANT shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoremen's and Harbor Workers' Compensation Law.

5.1.2 Employer's Liability Insurance with limits of **not less than \$1,000,000** per occurrence and \$1,000,000 disease each employee.

5.1.3 Commercial General Liability Insurance insuring the indemnity agreement set forth in this contract with a combined single limit of **not less than \$2,000,000** per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed hereunder.

5.1.4 Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000. If necessary, the policy shall be endorsed to provide contractual liability coverage.

5.1.5 Umbrella Insurance may be used to satisfy the limit requirements for Employer's Liability Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance set out in paragraphs 8.1.2, 8.1.3 and 8.1.4 above. Such umbrella policy shall follow the form of those primary coverages, be in excess of those underlying policies without gaps in limits and provide coverage as broad as the underlying.

5.1.6 Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of **not less than \$5,000,000** each occurrence. This coverage is necessary only when CONSULTANT uses owned or non-owned aircraft in connection with work performed under this Agreement.

5.1.7 CONSULTANT's Pollution Liability Insurance covering losses caused by pollution conditions that arise from the operations of CONSULTANT. Insurance mentioned above shall apply to bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. This coverage shall be maintained in force for the full period of this agreement with available limits of **not less than \$2,000,000 per occurrence**.

- 5.1.8 Pollution Legal Liability Insurance. If the work contemplated under this agreement includes the disposal of any hazardous materials from the job site(s), CONSULTANT must furnish to COMPANY evidence of pollution legal liability insurance maintained by the disposal site operator, covering losses arising from the insured facility accepting waste under this agreement. Such coverage must be maintained in **minimum amounts of \$5,000,000** per occurrence for bodily injury, including death, or loss or damage to property combined.
- 5.2 All insurance policies carried by CONSULTANT hereunder shall name the COMPANY (**Kinder Morgan Energy Partner, L.P.** and the contracting company), its affiliated and subsidiary companies, and their respective directors, officers, agents and employees as additional insureds with respect to liability arising out of work performed by CONSULTANT or subcontractor, as applicable.
- 5.3 All insurance policies of CONSULTANT shall include waiver of subrogation against **Kinder Morgan Energy Partner, L.P.** and its subsidiary or affiliated companies, successors, and assigns.
- 5.4 Before commencing any performance under this Agreement, CONSULTANT shall furnish COMPANY with **Certificates of Insurance** evidencing insurance coverage and provisions provided for in this Agreement. Failure of CONSULTANT to furnish such evidence of insurance coverage shall not be considered a waiver by COMPANY of such coverage. All insurance certificates shall include the following statement:
- “**Kinder Morgan Energy Partner, L.P.** and its affiliated or subsidiary companies are named as additional insureds on all above policies (except Worker’s Compensation) and waiver of subrogation in favor of **Kinder Morgan Energy Partner, L.P.** and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract.”
- 5.5 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by COMPANY, and shall not require the exhaustion of any other coverage.
- 5.6 All insurance policies shall provide that the insurance carrier will notify the COMPANY no less than thirty (30) days prior to the termination or cancellation of any policy.
- 5.7 CONSULTANT shall promptly notify COMPANY when any insurance policy required above is not reasonably available and shall state the reasons therefor.
- 5.8 All deductibles, self insured retentions and self insurance carried by the CONSULTANT under its insurance program are the sole responsibility of the CONSULTANT and will not be borne in any way by the COMPANY. The CONSULTANT will indemnify the COMPANY, in full, for any amounts related to the above.
- 5.9 In the event of the CONSULTANT’s failure to carry out any of the provisions of this Section 8, the COMPANY shall, in addition to any right to recover damages or to obtain other relief, have the right to cancel this Agreement or any Work Order.
- 5.10 CONSULTANT shall require all of its subcontractors to provide the foregoing coverage, as well as any other coverage that CONSULTANT may consider necessary. All subcontractor policies shall be endorsed with the waiver of subrogation and additional insured wording above. Any deficiency in the coverage, policy limits, or endorsements of said subcontractors will be the sole responsibility of CONSULTANT.

6.0 PAYMENT, AND LIENS

- 6.1 COMPANY will accept one invoice monthly, payable with Commercial Terms Net 30 Days after receipt of invoice. Invoices will be sent to:

Kinder Morgan Energy Partner, L.P.
Attn: Robert Granado
1100 Town & Country Road
Orange, California 92868

- 6.2 Invoices shall be submitted in such detail so as to delineate Work performed per job assignment described in the applicable Work Directive. For each job assignment, CONSULTANT shall include a description of services, number of hours expended per individual employee job classification, itemization of expenses, location(s) at which expended, receipts for expenses or other evidence in support of CONSULTANT's statement as may be requested by COMPANY, extended subtotals, applicable taxes and grand total.
- 6.3 CONSULTANT covenants and agrees to protect and keep the Site, any and all interests and estates therein, and all improvements or materials now or hereafter placed thereon pursuant to this Agreement, free from any and all claims, liens, charges or encumbrances in the nature of mechanics, labor, or material liens or otherwise, arising out of or in connection with performance of the Work by CONSULTANT or any of its subtier CONSULTANTS (including the furnishing of any materials hereunder), and to promptly have any such lien released by bond or otherwise. If CONSULTANT disputes in good faith any lien or claim or encumbrance of any laborer, materialman or subcontractor, in lieu of the immediate payment thereof, CONSULTANT shall post adequate security to protect COMPANY from liability for the payment thereof and from any expense of defending against that liability, until the dispute is finally resolved. COMPANY may, at its sole discretion, post or place upon the Site notices of non-responsibility or do any other act permitted by law to exempt COMPANY, the Site, any and all interests and estates therein, and any improvements or materials thereon from any liability to third parties for the performance of the Work. The failure of COMPANY to perform any of the actions described in the previous sentence shall not release or discharge CONSULTANT of any of its obligations hereunder.
- 6.4 CONSULTANT hereby covenants and agrees to waive and does hereby waive any rights to liens to which CONSULTANT might be entitled for Work performed and materials or other property and labor furnished under this Agreement. CONSULTANT additionally covenants and agrees to require or cause all of its subcontractors and vendors performing or furnishing any portion of the Work to consent, prior to the performance thereof, to the waiver of any such rights to liens which might accrue to such subcontractor or vendor.

7.0 INDEPENDENT CONTRACTOR

CONSULTANT agrees to undertake the Work as an independent contractor, at its sole risk, and agrees to employ and direct any persons or subcontractors performing any Work hereunder, and such persons and subcontractors shall be and remain the sole employees or agents of CONSULTANT, subject to the sole direction and control of CONSULTANT, and shall not be subject to the direction or control of COMPANY nor shall they be employees of COMPANY. CONSULTANT shall comply with all applicable federal and state enactments regarding Employer's

Liability, Workers' Compensation, Social Security, and Unemployment Compensation Insurance, as well as be responsible for all valid sales or other taxes levied on the Work performed by CONSULTANT, its employees and agents. CONSULTANT further agrees to indemnify and hold COMPANY harmless from any cost, expense, tax, interest or penalty which COMPANY may be required by law to pay on account of CONSULTANT's failure to comply with the aforementioned laws.

8.0 INDEMNIFICATION

CONSULTANT agrees to release, defend, and to protect, indemnify and hold harmless COMPANY, its affiliates, their directors, officers, agents and employees (collectively "COMPANY Indemnitees"), from every kind or character of damages, losses, liabilities, expenses, demands or claims, including any and all costs and fees arising out of litigation or settlement of any claims (collectively "Losses"), caused by, arising from or relating to, directly or indirectly, the

acts or omissions of CONSULTANT, its agents, employees, or subcontractors, regardless of whether such losses may have been caused in part by the negligence, either active or passive, or the strict liability of any COMPANY Indemnities or any third party, to the limit defined in Section 17.0 herein; provided, however, that CONSULTANT shall not be liable to COMPANY for any loss or damage attributed to the negligent acts of COMPANY, its affiliates, their directors, officers, agents and employees. CONSULTANT further agrees that it shall, at its own expense, defend any suit or action brought against COMPANY Indemnitees and shall pay all damages, costs and expenses, including attorneys' fees, in connection therewith or any matter resulting for which it is legally liable hereunder.

8.1 Indemnification, Environmental

Additionally, CONSULTANT shall defend, indemnify and hold harmless the COMPANY Indemnitees from and against (i) any expenses incurred in connection with the investigation or monitoring of Site conditions, (ii) any expenses incurred in connection with any cleanup, containment, remedial, removal or restoration work to the extent specified by this Agreement including applicable law, and (iii) expenses incident to establishing the right to indemnification, to the extent the claims or expenses described in (i) through (iii) above arise out of any negligent act or omission by CONSULTANT or any of its subcontractors which causes, directly or indirectly, injury to any person, hazard to public health, or the release or threatened or suspected release of any Pollutants into the environment. In no event shall CONSULTANT's obligations hereunder be limited to the extent of any insurance available to or provided by the CONSULTANT.

8.2 Indemnification, Existing Conditions

Except as provided by Section 8.1 above, COMPANY shall defend, indemnify and hold harmless CONSULTANT and its directors, officers, employees and agents from and against (i) all actions, causes of actions, liabilities, claims, suits, judgments, liens, awards, fines, penalties and damages of any kind and nature whatsoever, (ii) any expenses incurred in connection with the investigation or monitoring of Site conditions, (iii) any expenses incurred in connection with any cleanup, containment, remedial, removal or restoration work to the extent specified by applicable law, and (iv) expenses incident to establishing the right to indemnification, to the extent the claims or expenses described in (i) through (iii) above arise out of the existence of any Pollutants existing at or emanating from the Site prior to, during, or after completion of the Work.

8.3 CONSULTANT shall defend, indemnify and hold harmless the COMPANY from and against any claim, damage, liability, loss or expense (including costs for defense, settlement and attorney's fees) that COMPANY may become responsible for or pay out as a result of any violation by CONSULTANT of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) in the transportation, treatment, storage or disposal of the Waste covered under this Agreement or out of CONSULTANT'S failure to comply with any warranty contained in this Agreement.

8.4 Subcontractor Indemnification

CONSULTANT shall require any of its subcontractors to provide express indemnities, enforceable by and for the benefit of the COMPANY Indemnitees, to the same extent required of CONSULTANT under Section 8.1 above.

9.0 COMPLIANCE WITH LAWS

CONSULTANT will perform the Work in a good and workmanlike manner in accordance with the approved practices and standards of the industry, and shall, in the performance of the Work contemplated hereunder, comply with all valid, applicable federal, state and local laws, ordinances, codes, local and national standards and regulations. When it appears during the course of CONSULTANT'S performance of the Work that any of the Work does not conform to the provisions of this Agreement, CONSULTANT, at its sole expense, shall immediately make the necessary corrections so that its Work shall so conform.

10.0 CONFIDENTIALITY

10.1 Except as provided in Section 9.2 below, CONSULTANT agrees not to disclose to any third party any information or other matter used or arising in the performance of Work under this Agreement without prior

written authorization of COMPANY and also agrees to require a similar agreement from any employee, agent, or subcontractor participating in the rendering of Work under this Agreement.

- 10.2 Unless required by court order or valid legal process, CONSULTANT shall not, at any time during the course of and subsequent to the termination of this Agreement, publish or disclose to those other than COMPANY, any of CONSULTANT's conclusions, recommendations, and opinions derived from or based solely on Work performed under this Agreement, or any data or other information related to Work under this Agreement supplied by COMPANY or compiled under this Agreement, without obtaining COMPANY's consent in writing prior to any such publication or disclosure. Such consent, if granted, shall set forth the conditions under which publication or disclosure may or may not be made. In the event that a court order or valid legal process requires disclosure by CONSULTANT or any employee, agent, or subcontractor, of any information or other matter used or arising in the performance of Work under this Agreement, CONSULTANT shall notify COMPANY prior to disclosing such information in order to provide COMPANY with the opportunity to challenge the court order or legal process.
- 10.3 All data, including but not limited to, drawings, designs, specifications, notebooks, computer programs, computer output, models, tracings, photographs, negatives, video and/or audio recordings, reports, findings, recommendations, and memoranda of every description relating to the Work under this Agreement, in whole or in part, shall be the property of COMPANY.
- 10.4 CONSULTANT may retain duplicate copies of the materials identified above for its records subject to the stipulation that such records shall be marked and treated as confidential and shall not be released to any third party or used for any other purpose without the prior written consent of COMPANY.
- 10.5 CONSULTANT shall not in any manner advertise, publish or release for publication or disclosure any statement mentioning this Agreement, or CONSULTANT's performance of, or contracting to perform the Work, without the prior written consent of COMPANY.
- 10.6 CONSULTANT shall limit access to documents and information related to the Work and this Agreement to its directors, officers, employees, agents or subcontractors directly concerned with performance of the Work.
- 10.7 To the extent CONSULTANT provides COMPANY with reports, documents or other information relating to CONSULTANT's business as a hazardous material handler, including transportation, storage, treatment, and disposal of hazardous materials, that are not directly developed for the Work under this Agreement and are provided only to give COMPANY information about CONSULTANT's business, such reports, documents or other information remain the property of CONSULTANT.

11.0 SUSPENSION

- 11.1 COMPANY may, at its sole option, by ten (10) days notice in writing to CONSULTANT, suspend at any time the performance of all or any portion of the Work being or to be performed under this Agreement. Upon receipt of any such notices, CONSULTANT shall immediately discontinue Work, including, without limitation, the placing of orders, contracts, and rental agreements to the extent they relate to Work suspended, on the date and to the extent specified in the notice; and unless otherwise specifically stated in the notice, CONSULTANT shall continue to protect and maintain the Work completed, including those portions on which Work has been suspended.
- 11.2 In the event of such suspension, CONSULTANT will be reimbursed for the following costs, reasonably incurred, without duplication of any items, to the extent that such costs result from such suspension of Work:
- 11.3 A standby charge to be paid to CONSULTANT to compensate for keeping, to the extent required in the notice, its organization and equipment committed to the Site (s) in a standby status, and for the cost of maintaining and protecting that portion of the Work upon which activities have been suspended;
- 11.4 All reasonable costs as mutually agreed associated with demobilization and relocation of CONSULTANT's plant, forces, and equipment, and costs which CONSULTANT is or will be legally obligated to pay related to the performance of the Work.

12.0 TERMINATION AND RIGHT TO AUDIT

- 12.1 All or any part of the work performed under the Work Directive of this Agreement may be canceled by COMPANY for its own convenience or for any reason or reasons whatsoever upon one (1) Week written notice to CONSULTANT. Any such cancellation shall be effected by delivery to CONSULTANT of a written notice specifying the extent to which performance of the Work is canceled and the date upon which performance of the Work is canceled and the date upon which cancellation becomes effective. After the receipt of such notice, and except as otherwise directed by COMPANY, CONSULTANT shall, in good faith and to the best of its ability, do all things in light of such notice and of such request for implementation thereof as COMPANY may make, to assure the efficient, proper close out of canceled Work.
- 12.2 Upon termination of a particular Work Directive, CONSULTANT shall deliver to COMPANY all specifications, drawings, surveys, reports, plans, maps, calculations, bills of materials and any other documents pertaining to the Work which are in CONSULTANT's possession and which are required to be delivered under such Work Directive. CONSULTANT shall cooperate with COMPANY in transferring to COMPANY all rights to equipment, materials, supplies and services to be incorporated in, or as are necessary for, the Work. If appropriate documentation of such transfer of rights is requested by COMPANY, CONSULTANT's execution of such documentation shall be a condition of any final payment by COMPANY.
- 12.3 In the event COMPANY cancels any part of the Work to be performed hereunder or elects to terminate this Agreement, CONSULTANT shall be paid for Work performed through the date of cancellation or termination and including demobilization and restocking charges for which CONSULTANT has not been previously paid by COMPANY.
- 12.4 CONSULTANT may terminate this Agreement or a particular Work Directive for COMPANY's breach of a material obligation hereunder by proceeding as follows: CONSULTANT shall notify COMPANY in writing of such default. COMPANY shall have ten (10) days from receipt of notice in which to cure its performance. In the event COMPANY does not cure its performance within such ten (10) day period, CONSULTANT may terminate the applicable Work Directive.
- 12.5 Notwithstanding the above provisions, if CONSULTANT has taken control or possession of the Waste, CONSULTANT may not suspend performance of this Agreement with respect to such Waste.
- 12.6 Any indemnification of COMPANY by CONSULTANT pursuant to this Agreement shall survive the termination of this Agreement.
- 12.7 Throughout the term of this Agreement and for a period of three years following the completion or termination of this Agreement and for so long thereafter as there may remain any unresolved questions or disputes regarding any item, COMPANY shall, at all reasonable times and upon prior notice to CONSULTANT, have access to all CONSULTANT's, subcontractors', and vendors' personnel, books, records, correspondence, instructions, plans, equipment maintenance records, drawings, receipts, vouchers, financial accounts and memoranda of every description pertaining to the Work for the purpose of auditing and verifying costs of the Work, CONSULTANT's safety performance under this Agreement or for any other reasonable purpose. COMPANY shall have the right to reproduce any of the aforesaid documents. In the event that any audit reveals an error or discrepancy of any nature whatsoever, such error or discrepancy will be corrected promptly, and any moneys owing and due either COMPANY or CONSULTANT will be paid promptly by the other party. CONSULTANT shall not charge for any costs incurred by assisting COMPANY with audits performed pursuant to this Article. CONSULTANT's obligations under this Article shall survive the termination of this Agreement.

13.0 ASSIGNMENT

- 13.1 CONSULTANT shall not assign this Agreement or subcontract the Work or any part thereof without first having obtained COMPANY's written approval.
- 13.2 All obligations imposed upon CONSULTANT pursuant to this Agreement shall be similarly imposed upon any authorized subcontractor. The fees and costs of authorized subcontractors shall be included in CONSULTANT's fees and costs as provided in the Schedule of Values or the appropriate Work Directive.

14.0 NOTICES

- 14.1 Any notice required hereunder to be given to either party shall be deemed duly given when written and delivered personally or when sent by mail or facsimile, to such party at the following addresses:

COMPANY:	CONSULTANT:
Kinder Morgan Energy Partner, L.P. Robert Granado Orange, California 92868 Attention: Robert Granado Phone: (714) 560-4873 FAX: (714) 560-4678	Filter Recycling Services, Inc. 180 West Monte Avenue P.O. Box 449 Rialto, California, 92316 Attention: Dan Lesinski Phone: 800-698-4377r FAX: 909-878-4142

- 14.2 The address for notices may be changed upon written notice to the other party.

15.0 CONFLICT OF INTEREST

- 15.1 During the term of this Agreement, CONSULTANT will, with respect to any Work, act as consultant for and on behalf of the COMPANY only. CONSULTANT represents that it is not now engaged, and will not during the term of this Agreement engage in employment, perform services, provide material or labor, communicate with governmental agencies, or other third parties which would constitute a conflict of interest with CONSULTANT'S obligations hereunder.

16.0 FORCE MAJEURE

Force Majeure, as used herein, shall mean acts of God, acts of public enemies, fire, war or civil disturbance, insurrection, blockades, strikes, riots, epidemics, landslides, lightning, earthquakes, floods, washouts, explosions, inability with reasonable diligence to obtain materials because of a Force Majeure event affecting a material supplier's performance,

loss or shortage of transportation facilities, commandeering of raw materials or products or plants or facilities by a government, labor disputes involving a general stoppage of work on the job, rules or regulations or orders or acts of governmental authority, the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals and not involving the fault or negligence of COMPANY or CONSULTANT.

17.0 LIABILITIES, WARRANTIES AND TITLE

- 17.1 In no event, whether as a result of negligence or otherwise shall CONSULTANT or COMPANY be liable to the other for any incidental, consequential, or special damages of any kind.

- 17.2 CONSULTANT's total cumulative liability to COMPANY for all claims of any kind, whether based upon contract obligation, tort liability (including negligence), or otherwise, for any loss or damages arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, shall in no case exceed \$1,000,000.00 or the cumulative total amount listed in Section 5.0 herein, whichever is greater. In applying this limitation, any damages paid or payable by CONSULTANT to COMPANY, as well as any costs incurred by CONSULTANT, under any Warranty, Indemnification, or Termination clauses of this Agreement shall be credited against CONSULTANT's total cumulative liability. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY SEPARATELY (NOT CUMULATIVELY) TO EACH WORK DIRECTIVE.

- 17.3 CONSULTANT warrants and represents to COMPANY that:

- 17.3.1 CONSULTANT understands the known hazards and risks to human beings, property, and the environment associated with the handling, transporting, treating, processing, storing and disposing (collectively, Transporting and Disposing ") of Pollutants and Waste.

- 17.3.2 CONSULTANT is engaged in the business of Testing and Remediation and of Transporting and Disposing of Pollutants and Waste, and has the highest level of professional expertise in these areas. CONSULTANT represents to COMPANY that it has the skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. The service performed by CONSULTANT will be conducted using its best professional judgment in a manner consistent with the level of care and skill ordinarily exercised by comparable members of the profession currently practicing under similar conditions in the community.
- 17.3.3 CONSULTANT will perform Site Testing and Remediation and Transporting and Disposing of the Waste and perform all other obligations under this Agreement in a safe and workmanlike manner and in full compliance with all applicable laws, statutes, ordinances, orders, rules, regulations and guidelines of the federal, state and local governments who have jurisdiction to regulate the activities performed under this Agreement.
- 17.3.4 Any and all vehicles or vessels, Waste, containers and personnel to be provided by CONSULTANT in the performance of this Agreement have or will have all permits, licenses, certificates or approvals required to comply with applicable laws, statutes, ordinances, orders, rules, regulations and guidelines of the federal, state and local governments.
- 17.3.5 CONSULTANT shall provide COMPANY with reasonable advance written notice if any license, permit, certificate or any other approval necessary to perform the Work hereunder is to expire and cannot be renewed during the term of the corresponding Work Directive or is the subject of any judicial or administrative action seeking to impose a penalty or fine or to revoke or suspend such license, permit, certificate or approval. Such notice shall also be provided if CONSULTANT decides not to obtain any necessary license, permit, certificate or approval which becomes required after execution of the corresponding Work Directive. Upon COMPANY's receipt of such notice or upon COMPANY's learning that CONSULTANT is performing the Work without a required license, permit, certificate or any other necessary approval, COMPANY shall be entitled to terminate the Work Directive upon written notice thereof to CONSULTANT as set forth in Section 12.0 herein.
- 17.3.6 If the Work entails use of one or more treatment, storage or disposal facilities, CONSULTANT shall utilize only such treatment, storage and disposal facilities as described in the applicable Work Directive that have been issued, as of the date of execution of such Work Directive, all permits, licenses, certificates and any other necessary approvals required by applicable laws, statutes, ordinances, orders, rules, regulations and guidance of the federal, state and local governments having jurisdiction over such facilities for Transporting and Disposal of the Waste.
- 17.3.7 CONSULTANT shall provide each person who CONSULTANT should reasonably foresee being exposed to such Waste (including, but not limited to, CONSULTANT's employees and subcontractors) with clear and reasonable warning of the hazards associated with the Waste, and shall take all actions necessary to protect such persons, property and the environment from such hazards. CONSULTANT shall comply with all applicable laws, statutes, ordinances, orders, rules, regulations and guidance of the federal, state or local government with respect to worker safety during CONSULTANT's activities at the Site.

17.4 COMPANY warrants and represents to CONSULTANT that:

- 17.4.1 COMPANY will make available to CONSULTANT all information in its possession regarding the Waste, the surface and subsurface conditions in the vicinity of the Work and the Site, applicable topographical surveys, chemical analysis or other relevant information that would assist CONSULTANT in properly evaluating the nature and character of the Waste and the Work to be performed.
- 17.4.2 If COMPANY receives reliable and substantiated information during the term of this Agreement that the Waste, or some component thereof, presents or could reasonably present a hazard or risk to persons or the environment which has not been disclosed to CONSULTANT, COMPANY shall promptly report such information to CONSULTANT.

17.4.3 COMPANY to the best of its knowledge is not prohibited by law, statute, administrative or judicial action, from transferring possession or title to the Waste governed by this Agreement to CONSULTANT.

17.5 Title

17.5.1 If CONSULTANT furnishes transportation of Waste to CONSULTANT'S premises, title to the Waste passes to CONSULTANT at the time CONSULTANT's vehicle is loaded. If COMPANY transports Waste, title passes to CONSULTANT at the time the Waste has been accepted at the CONSULTANT'S facility.

17.5.2 CONSULTANT shall have ten (10) days after receipt of Wastes to discover that Waste does not conform to the Description of Waste. If the Waste received is materially non-conforming to the Description of Waste, CONSULTANT shall notify the COMPANY immediately. CONSULTANT shall within ten (10) days after the non-conformity is discovered prepare the Waste for lawful transportation and return such Waste to a site designated by COMPANY unless otherwise mutually agreed on.

17.5.3 While the Wastes are in CONSULTANTS possession, CONSULTANT shall be responsible for its proper Transporting and Disposing and for any bodily injury or damage to property which may be caused by the Wastes, unless such damage is caused by COMPANY'S breach of this Agreement or by COMPANY'S negligence.

17.6 Shipping Manifests

Unless otherwise mutually agreed, CONSULTANT shall be responsible for and deliver to COMPANY shipping papers, manifests and labels with each shipment of Waste in accordance with all applicable requirements of the United States Department of Transportation, (DOT) and the United States Environmental Protection Agency (EPA) under the Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA) and all other federal, state and local statutes, regulations and ordinances.

18.0 WAIVER

Any waiver by either party of any provision or conditions of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver or subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

19.0 SPECIAL PROVISIONS

19.1 COMPANY shall furnish to CONSULTANT all documents and information reasonably available to COMPANY that relate to the identity, location, quality, nature or characteristics of any Pollutants or Waste at the Site.

19.2 CONSULTANT shall furnish and be responsible for the adequacy, accuracy and sufficiency of any designs, drawings, surveys or specifications which have been or which shall be produced in relation to the Work to be performed under the Agreement.

19.3 It is not the purpose or intention of this Agreement to create and the same shall not be construed as creating a joint venture, oil and gas partnership, commercial partnership or other partnership relation between the parties hereto.

20.0 DISPUTES

This Agreement and any Authorizations for Expenditure shall be deemed to have been made and accepted in Harris County, Texas, and the laws of Texas (without giving effect to Texas' choice of law rules) shall govern any interpretations or constructions of the Agreement. Any dispute between COMPANY and CONSULTANT arising from this Agreement shall be resolved through binding arbitration in Houston, Texas. If the parties are unable to agree on an arbitrator or a procedure for the arbitration, the parties shall submit the dispute to Judicial Arbitration and

Mediation Services, Inc. ("JAMS") for arbitration by a single arbitrator pursuant to JAMS' commercial arbitration rules then in effect. In any such arbitration proceeding, the parties shall be bound by the applicable rules of evidence and the parties may take discovery pursuant to applicable section of the Texas Code of Civil Procedures. The parties agree that the prevailing party shall be entitled to its costs and attorneys' fees. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. Each party submits to the exclusive jurisdiction of said courts and waives the right to change venue.

It is understood that the Uniform Commercial Code shall prevail as the basis for contractual obligations between COMPANY and CONSULTANT in the event that such obligations are not otherwise defined in this Agreement.

21.0 SEPARABILITY

If any section, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any remaining sections, subsections, sentences or clauses.

22.0 SURVIVAL OF OBLIGATIONS

Without limiting the effect of any provisions in this Agreement, the warranties and indemnification provisions of this Agreement shall survive the termination or expiration of this Agreement.

23.0 SUCCESSORS AND ASSIGNS

The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, assigns and successors in interest.

24.0 LIABILITY OF GENERAL PARTNER

Kinder Morgan G.P., Inc., a Delaware corporation (the "General Partner"), is the general partner of COMPANY. CONSULTANT agrees that the General Partner shall not be liable, directly or indirectly, for any of COMPANY's obligations or liabilities under this Agreement. All such obligations and liabilities shall be non-recourse to the General Partner and shall not constitute debts or obligations of the General Partner. No judgment, attachment, execution or other writ or process shall be sought, issued, or levied in connection with this Agreement against the General Partner or any of its assets or properties to satisfy any such liabilities or obligations or any judgments rendered in connection therewith and all such liabilities and obligations shall be satisfied solely from the assets of COMPANY.

25.0 SERVICES FOR AFFILIATES

The services to be performed by CONSULTANT under this Agreement shall be performed, in certain cases, for one or more of COMPANY's Affiliates except Kinder Morgan, Inc. In the event an Affiliate requires CONSULTANT's services hereunder, a Work Directive for such service shall be issued in the Affiliate's name and executed by the Affiliate and CONSULTANT. Such Work Directive shall be in the form shown on Exhibit "A", attached hereto and made a part hereof for all purposes. Upon execution of said Work Directive, CONSULTANT shall perform such Work for Affiliate in accordance with the Work Directive and the terms and conditions of this Agreement. By execution of the Work Directive, the Affiliate shall be entitled to all rights and privileges, and liable for all commitments and responsibilities held by COMPANY under this Agreement, as same applies to said Work Directive. Upon execution of said Work Directive, CONSULTANT's agreement to indemnify COMPANY pursuant to this Agreement, shall extend to both COMPANY and Affiliate for purposes of said Work Directive.

26.0 GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Texas.

27.0 YEAR 2000 COMPLIANCE

CONSULTANT represents and warrants that any hardware, firmware or software furnished under this Agreement will be Year 2000 compliant; that it shall be fault-free in processing date and date related data (including, but not limited to, calculating, comparing and sequencing) prior to, through and beyond January 1, 2000, including any leap year calculations; that when used in combination with other information technology, shall accurately process date/time data

if the other information technology properly exchanges date/time data with it; and, that such activity be transparent to user.

28.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between COMPANY and CONSULTANT and supersedes any prior written or oral agreements, or contemporaneous communications with respect to this subject matter. No subsequent amendment to this Contract between the parties shall be binding on either party unless reduced to writing and signed by an authorized representative of both parties.

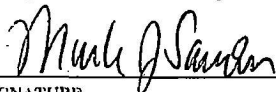
COMPANY:

Kinder Morgan Energy Partners, L.P.

By: Kinder Morgan, G.P., Inc., its general partner

By: Kinder Morgan Management, LLC

The delegate of Kinder Morgan, G.P., Inc.



SIGNATURE

10/17/01

DATE

Mark J Sardon

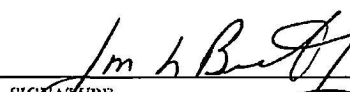
NAME (Please Print)

Director - EHS

TITLE (Please Print)

CONSULTANT:

Filter Recycling Services, Inc.



SIGNATURE

10/15/01

DATE

Jon H. Bennett, Jr.

NAME (Please Print)

PRESIDENT

TITLE (Please Print)

AGREEMENT 01-CI-22-136-ORG

EXHIBIT A - WORK DIRECTIVE

To: _____ Directive Date: _____

Attention: _____ Phone: _____ Fax: _____

- ☐ Field Location:
☐ Houston Office
☐ Orange Office

Work Directive No.: _____
 Agreement No.: _____
 Work Order No.: _____

This Work Directive is pursuant to the terms of the Agreement dated _____, by and between _____ ("Partnership"), and _____ CONSULTANT ("Agreement"). By its execution hereof, CONSULTANT agrees to perform for Partnership pursuant to the terms, conditions and provisions of the Agreement, the following described Work, and shall furnish all labor, technical capability, tools, equipment, transportation, materials, (except as set forth below), and other facilities and items necessary or convenient to complete the following work as further described and specified in the Specifications and/or Drawing attached hereto and by this reference made a part of this Work Directive ("the Work"):

Project Name: _____ Location: _____

Description: _____

Partnership shall furnish the following materials to the following work site(s): None, unless previously approved by Partnership's authorized Representative.

The Work shall be performed at the following location: _____

CONSULTANT shall commence the _____, and shall complete the Work on or before _____.
 Work by
 CONSULTANT offers to complete the Work in accordance with the Agreement for the following consideration, which shall constitute full and complete payment
 therefore:

- ☐ the total lump sum, not to exceed amount of \$ _____
☐ in accordance with the Price Schedule, included in the Agreement, or Not To Exceed \$ _____
☐ in accordance with prices incorporated herein of _____ per _____

SELECT WAIVER ACCORDING TO PROJECT'S TOTAL DOLLAR AMOUNT

- ☐ Waive 10% Retainage Fee; or ☒ Do not Waive 10% Retainage Fee

CONSULTANT shall submit invoices in duplicate to: Kinder Morgan Energy Partners, L. P.
 1100 Town & Country Road
 Orange, California 92868
 Attn.: Robert Granado.

Invoices must clearly indicate the Agreement Number and the Work Directive Number.

For Construction Projects, a CONSULTANT's Completion Affidavit must be completed, signed by an authorized representative, notarized, and attached to CONSULTANT's final invoice.

This Work Directive is hereby agreed to and accepted this _____ day of _____, 200_____.

COMPANY

CONSULTANT

By: _____ Signature _____ Date _____

 Title: _____ Print Name _____

 _____ Print Title _____

By: _____ Signature _____ Date _____

 Title: _____ Print Name _____

 _____ Print Title _____

Please return executed work directive to:

KINDER MORGAN ENERGY PARTNERS, L.P., 1100 TOWN & COUNTRY ROAD, ORANGE, CA 92868, ATTN: SHERRY CLIFFORD.

CC: Sherry Clifford

Attachments: ☐ Successful Bid or Proposal ☐ Bid Exception Approval

AGREEMENT 01-CI-22-136-ORG

EXHIBIT B – SCHEDULE OF VALUES

1. OVERVIEW

The amounts set forth in the Agreement cover payment in full for all materials, work, tools, equipment, insurance, bonds, profit, overhead and all other costs and expense of every kind, character and nature for which the CONSULTANT is entitled to payment. Unless specifically set forth in the Agreement, no additional payment of any kind will be contemplated.

2. PROCESSING OF TIMESHEETS & REIMBURSABLE RECEIPTS PRIOR TO INVOICE SUBMITTAL

CONSULTANT shall submit the timesheets and reimbursable expenses to the AUTHORIZED PROJECT REPRESENTATIVE on a daily basis for verification/acknowledgement of expenses and time spent on the project. All supporting documentation must be signed by the project Inspector prior to invoicing. Signature by these personnel does not constitute agreement to pay these expenses.

3. INVOICING

a. Standard Invoice Procedure

At the end of each calendar month, CONSULTANT shall submit to COMPANY an original detailed invoice for Work performed during that month, together with one copy of such invoice and one set of supporting documentation. Such invoice shall be sent to the following address:

Company Name: **Kinder Morgan Energy Partner, L.P.**
Attn: Robert Granado
Address: **1100 Town & Country Road**
Address: **Orange, California 92868**

b. Non-acceptance of Invoices

Invoices that do not relate to this Contract will not be processed and such invoices will not be accepted by COMPANY. All charges not in compliance with the stated terms and conditions of this Contract will be deducted from the invoice prior to payment processing.

c. Required Invoice Detail

Each of CONSULTANT's invoices shall contain the following information on its face:

- i. An invoice date.
- ii. A reference number (invoice number) which is unique to the transaction
- iii. Site or project name (if applicable) and COMPANY.
- iv. Reference of COMPANY'S Project Representative.
- v. Contract, Change Order and Directive Number (if applicable).
- vi. Billing period (time period of charges).
- vii. CONSULTANT's remittance address (or electronic funds transfer routing information, if applicable).
- viii. CONSULTANT'S Name and telephone number of contact to handle invoice related questions.
- ix. Amount due CONSULTANT.

(Dependent upon type and size of project these items may or may not be included in the Agreement.)

- x. Project Status Report

- xi. Summary of amount invoiced to date, this invoiced amount, retention (if any), and amount remaining to be invoiced.

d. Supporting Documentation

Each of CONSULTANT's invoices shall be itemized and be submitted to COMPANY together with receipts, time records, lien waivers, evidence of payment to subcontractors, other vouchers showing payments for itemized material and labor, and any other evidence of CONSULTANT's right to payment under this Contract as COMPANY may, in its sole good faith discretion, from time to time require.

e. Final Invoice

When CONSULTANT submits its final invoice to COMPANY for the Work, in addition to the requirements outlined above, CONSULTANT shall additionally include the following and shall be submitted no later than thirty (30) days after the project completion date:

- i. mechanics lien and stop notice releases executed by CONSULTANT and by each person or entity that furnished any labor, services or materials in connection with the Work;
- ii. reasonable proof satisfactory to COMPANY that any claims for labor, materials or any other claim or potential claim for which COMPANY withheld compensation pursuant to the Contract have been paid or satisfied in a manner acceptable to COMPANY; and
- iii. all final drawings and other documents required by this Contract.

4. PAYMENT PROCEDURE

a. Processing of Approved Invoices

Provided that such invoice meets all of the requirements as explained, COMPANY shall use its best efforts to pay all undisputed charges set forth in each invoice, less any retention amount applicable, within thirty (30) days after such invoice is received by COMPANY.

b. Processing of Disputed Invoices

If COMPANY, in good faith, disputes and does not approve an item billed, COMPANY shall notify CONSULTANT of the item or portion of an item disputed and withhold payment thereof until settlement of the dispute. Such right of COMPANY to withhold such payments shall be in addition, and not in any way in lieu of, any other right of COMPANY hereunder, including the right to raise disputes for the first time after audit. Payment shall be contingent upon COMPANY's review of the invoice and determination that the Work described in the invoice complies with all of the terms of this Contract. Interest penalties for disputed invoices will not be paid by COMPANY.

c. Delayed submittal of Invoices and Non-payment

Any Work for which CONSULTANT does not submit an invoice to COMPANY within thirty (30) days after the month in which such Work is completed shall be deemed to have been performed by CONSULTANT without compensation; provided however, that if prior to the end of such thirty (30) day period, CONSULTANT requests in writing from COMPANY's Project Representative a further extension of time for submitting such invoice (stating the reasons therefore and the amount of additional time requested), and COMPANY elects to authorize such extension in writing, CONSULTANT shall have until the end of the extension to submit such invoice.

5. **TIME AND MATERIALS RATES**

a. **Labor:**

Table 1--Disposal / Recycling Rate Schedule

Waste Stream	55 Gallon Drum	Bag/Box	Bulk
Filters -Jet Fuel/ Water Treatment/ Clay	\$100.00 ea	\$300.00 each	
Waste Oil	\$75.00 ea		
Well Purge Water	\$75.00 ea		
Contaminated Soil	\$100.00 ea		
Rusty Scales (non Hazardous)	\$100.00 ea		
Oily Rags / Absorbent / Debris	\$150.00 ea		
Waste Paint Related Material	\$195.00 ea		
Spent Aerosol Cans	\$225.00 ea		
Rusty Scales (RCRA Metals)	\$250.00 ea		
Hydrocarbon Sludge (D001 / D018)	\$295.00 ea		
Flammable Solids (logs/rags/pads/etc.)	\$350.00 ea		
Spent DRA (Flammable)	\$350.00 ea		
Used Empty Drums (Disposal)	\$15.00 ea		
Clean 55 gal. Open top drums (drop off)	\$25.00 ea		
Labor	\$65.00 hr		
Transportation	\$1.50 mile	\$1.50 mile	\$65.00 hour
All waste streams listed above will be properly disposed of per local and state requirements			

- Rates shown on the Table 1 rate sheet above include preparation and delivery of shipping documents.
- Rates shown on the Table 1 rate sheet above include costs associated with waste management services and will ensure that these services will be in compliance with local, state, and federal regulations governing the CONSULTANT'S industry.
- Rates shown on the Table 1 rate sheet above includes all benefits, withholding, workers compensation, and small tools/consumables.
- All labor rates shown on the Table 1 rate sheet shall be all-inclusive of small tools having a cost less than \$750, disposable parts, consumables and personal protective gear that is normally utilized in the performance of daily work.
- Day rates as approved in advance by COMPANY will apply to mobilization and demobilization personnel to the worksite.
- Travel pay—See section "c" below.

b. **Definition of Overtime:**

- CONSULTANT defines Overtime as work exceeding eight (8) hours per days and/or forty (40) hours per calendar week. CONSULTANT's employee(s) hours worked on project(s) other than project here under will not be credited hours for the purpose of overtime. Overtime shall not be paid unless approved in advance by COMPANY designated representative.
- CONSULTANT defines Double Time as work on Sundays or on CONSULTANT's observed holidays. Double Time shall not be paid unless approved in advance by COMPANY designated representative.
- CONSULTANT agrees not to pay shift differential for swing (evening) or graveyard (night) shifts.
- CONSULTANT's employee(s) put on stand-by time be paid for actual hours on stand-by. Stand-by time hours will be credited for the purpose of overtime.

c. **Definition of Travel and Expenses:**

- Travel Time is included in the Table 1 rate sheet above.
- Mileage Reimbursement – mileage reimbursement shall not be paid. Disposal and Recycling rates in Table 1 rate sheet above are inclusive of mileage costs.

6. **MATERIALS, SUBCONTRACTS AND EQUIPMENT (**

- | | |
|--|-------------------|
| a. Materials purchased, at wholesale or jobber's cost plus | ten percent (10%) |
| b. Subcontracts, at cost plus | ten percent (10%) |
| c. Equipment, rented , at cost plus | ten percent (10%) |

EXHIBIT C – CERTIFICATE OF INSURANCE

This page shall serve as a dummy page, placed into the Contract Documents in the order listed in Section 2.1.4 of the Agreement, to be replaced by the insurer's ACORD Standard Form. The kinds and amounts of insurance coverage hereunder shall be in accordance with Section 5.0 of the Agreement.

EXHIBIT D – UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Title III

List of Lists

Consolidated List of Chemicals Subject to The Emergency Planning and Community Right-To-Know Act (EPCRA) and Section 112(r) Of The Clean Air Act, As Amended

Published April 1995

This page shall serve as a title page of Exhibit D to the Agreement. This Exhibit is incomplete, and contains only the outside front cover and Page 5 of the United States Environmental Protection Agency Title III, List of Lists.

It shall be CONSULTANT'S responsibility to obtain this publication in its entirety and to abide by its provisions during the performance of any Work hereunder.

AGREEMENT 01-CI-22-136-ORG

EXHIBIT E - PROJECT SCOPE CHANGE ORDER

Date:		Work Order No.:		Change Order No.:	
CONSULTANT:				Contract No.:	

Job Location:	
Job Description:	
Scope Change:	
Reason for Change:	

Basis of Payment:	Work Order	Expense (RC)	Estimated	Actual
	Lump Sum <input type="checkbox"/>	Lump Sum <input type="checkbox"/>		
	Force Account <input type="checkbox"/>	Force Account <input type="checkbox"/>		
	Other <input type="checkbox"/>	Other <input type="checkbox"/>		
	TOTAL			

Materials Furnished by:	Estimated	Actual
Company <input type="checkbox"/>	Materials Cost	
CONSULTANT <input type="checkbox"/>	Materials Cost	
TOTAL		

Impact to Other KM Projects:	
Start of Scope Change Date:	Implementation or In-Service Date:
Reference Drawings:	

Work Requested by:	Work Completed:
<input type="checkbox"/> Company	Date:
<input type="checkbox"/> CONSULTANT	Accepted by:

By signing below, each party affirms that he/she has the authority to commit the modifications hereunder, and that this Project Scope Change Order Number _____, is by reference hereby made part of Agreement Number _____ as Amendment Number _____.

Authorized Representative Signature:

COMPANY:

 (Signature) (Date)
 Title: _____
 (Title)

CONSULTANT:

 (Signature) (Date)
 Title: _____
 (Title)

Distribution:	<input type="checkbox"/> Original (Project Documentation File) <input type="checkbox"/> CONSULTANT <input type="checkbox"/> Project Manager	<input type="checkbox"/> Contracts Administration <input type="checkbox"/> Project Team Members <input type="checkbox"/> PMO
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Return Executed Project Scope Change Order To:	Kinder Morgan Energy Partners, L.P., 1100 Town & Country Road, Orange, Ca 92868, Attention: Sherry Clifford.
---	--

AGREEMENT 01-CI-22-136-ORG

EXHIBIT F – CONSULTANT SAFETY HANDBOOK

Consultant shall comply with provision of the attached and sign understanding thereof.

Kinder Morgan and Affiliates

CONSULTANT SAFETY MANUAL

Revision Date: 1/11/99

CONSULTANT GENERAL INFORMATION

The purpose of this CONSULTANT Safety Manual is to ensure that CONSULTANTS and their subcontractor (s) working for Kinder Morgan or one of its affiliated companies (the "Company"), understand the Company's safety programs as they apply to their particular project. The Company requires CONSULTANTS to follow the programs contained in the Kinder Morgan Environmental, Health and Safety Manual. Deviation from an established Company program shall not be allowed without the prior written approval of the Company.

Kinder Morgan Safety Principles and Philosophy

1. Kinder Morgan is committed to its safety program. Safety is of utmost importance and is considered equal to all other aspects of company business.
2. All adverse safety incidents can be prevented. Our goal is to eliminate all such incidents.
3. Management control principles commonly applied to cost, quality, productivity and labor relations are equally applicable to safety, and can be used to improve safety performance.

The Company strives to hire CONSULTANTS who conduct their activities in a manner consistent with appropriate safety, health and environmental regulations and good practices. A CONSULTANT working for the Company is an independent CONSULTANT as to all work performed under the contract. The detail, manner, means, and methods of performing work shall be under the sole control and direction of the CONSULTANT. CONSULTANTS shall be responsible for ensuring that their employees and subCONSULTANTS comply with all requirements of the Company's CONSULTANT Safety Program. The CONSULTANT and its subcontractors shall be evaluated by the Company on their performance and work practices relating to safety, health, and environmental issues. The evaluation of the CONSULTANT will include an assessment of its safety, health, and environmental related work practices, record keeping, and, if applicable, prior work experience with the Company. This evaluation will be one of the criteria used for inviting the CONSULTANT to bid on future Company projects. If the CONSULTANT is invited to bid on future Company projects, this evaluation will be weighted accordingly in the competitive bid analysis.

CONSULTANT SAFETY PROGRAM ELEMENTS

RESPONSIBILITIES

Kinder Morgan Responsibilities

Following are key elements for maintaining a successful CONSULTANT Safety Program

1. Prior to beginning a project:
 - a. Know CONSULTANT's safety history.
 - b. Review CONSULTANT's safety policies and procedures.
 - c. Conduct a pre-job meeting.
2. Throughout project duration:
 - a. Provide trained Company personnel to administer and monitor CONSULTANT's work activity.
 - b. Use a system of work permits for potentially hazardous activities.
 - c. Collect, review, and maintain documentation pertaining to adverse safety incidents, injuries, near misses, etc., and take appropriate action to prevent such incident from occurring in the future.
 - d. Audit and enforce safety requirements (e.g., Company's, CONSULTANT's, legal, etc.)
 - e. Compile information and evaluate CONSULTANT's safety program, and, where needed, require modifications to CONSULTANT's safety program.
3. Program Maintenance
 - a. Randomly audit CONSULTANT's safety program and performance.
 - b. Maintain a database of CONSULTANT's safety data and performance history.
 - c. Annually review database information and audit/investigation results to determine CONSULTANT's eligibility to remain on bid list.
 - d. Permit disqualified CONSULTANTs to submit new data, or explain reasons for poor performance, to allow for consideration for reinstatement to the approved list at a later date.

CONSULTANT's Responsibilities

1. Comply with federal, state and local regulations.
2. Meet or exceed the conditions and requirements of the Company's safety program.
3. Exercise due care while on Company property and while performing work for Company, and promptly notify Company of any observed site hazards or adverse safety condition.
4. Cooperate with Company to resolve issues that may arise.
5. Establish, publish, and distribute safety policy and procedures.
6. Designate and name personnel to monitor and carry out safety and health program requirements.
7. Establish and maintain employee training programs.
8. Conduct regularly scheduled "general" safety and job-site "Tool Box" meetings.
9. Conduct self-audits to determine compliance with internal policies and procedures, Company's policies and procedures, as well as legal requirements, and submit a written report of such audit findings to the Company upon request.
10. Immediately report any injury or adverse safety incident to the Company and others as required. (Attachment D)

11. Maintain complete and accurate records of all injuries/incidents as required by law, and provide records to Company upon request.
12. Investigate all incidents that result in serious injuries or property damage and all near-misses that could have resulted in serious injury or property damage. CONSULTANT will prepare written reports based upon the results of the investigation and will submit these reports to the Company upon request.
13. Immediately notify Company of any agency audit or notice of non-compliance.
14. Promptly correct any non-compliance issue when notified of the non-compliance by an agency or the Company.
15. Ensure that CONSULTANT personnel have and use the proper personal protective equipment while on the job. The Company is not responsible for supplying personal protective equipment.

COMPLIANCE WITH GOVERNMENT REGULATIONS

1. CONSULTANTS are expected to comply with all applicable safety, health, and environmental legal requirements including, but not limited to the following:
 - Statutes and regulations regarding the environment including but not limited to, the Federal Clean Air Act, the Federal Water Pollution Control Act (Clean Water Act), the Resource Conservation and Recovery Act, the Toxic Substance Control Act, and the Safe Drinking Water Act, and all regulations promulgated thereunder, and all associated state delegated or authorized program requirements;
 - OSHA regulations in 29 CFR Parts 1910 and 1926; and
 - DOT regulations in 49 CFR, Parts 191, 192, 193, 195 and 199.

DRUG TESTING REQUIREMENTS

1. Unless the CONSULTANT demonstrates to the Company that express contractual arrangements have been made between the CONSULTANT and its subcontractor(s) prior to the start of work, the CONSULTANT and its subcontractors shall establish and maintain acceptable Anti-drug and Alcohol Misuse Programs. Acceptable means the CONSULTANT has demonstrated to the Company's satisfaction that the programs are conducted in accordance with the requirements of 49 CFR Parts 40 and 199. Such programs shall be reviewed and approved before the CONSULTANT or subcontractor is allowed to perform work that the Company deems "Safety Sensitive".
2. CONSULTANT drug and alcohol testing requirements apply to all CONSULTANTS and sub-contractors performing the following types of work:
 - CONSULTANTS who perform or may in the future perform construction, maintenance or emergency response activities on new or existing pipeline facilities; and
 - CONSULTANTS who perform work in a gas processing plant or facility that falls under the jurisdiction of OSHA regulations in 29 CFR 1910.119, Process Safety Management.
3. Positions that the Company classifies as Safety Sensitive under 49 CFR Parts 40 and 199 must be included in an approved Anti-drug Plan and an Alcohol Misuse Plan, and include, but are not limited to:
 - Welders and welder helpers;
 - Operators of excavation equipment;
 - Anyone who applies or repairs coating or coating products or installs cathodic protection devices;
 - Painters, if the painting is being done to prevent atmospheric corrosion;
 - Non-destructive testing technicians;
 - Electricians;
 - Inspectors;
 - Anyone who performs maintenance on regulators, relief valves and emergency valves;

- Pilots performing aerial inspection;
 - Anyone who performs leak surveys or patrols;
 - Anyone who monitors cathodic protection levels;
 - Anyone who locates pipelines in response to one-call system notices
4. Each workday, CONSULTANTS subject to drug testing shall complete and provide to the Company representative the Daily CONSULTANT Attendance Report (or equivalent) shown on Attachment "A". The names on these reports will be verified against the CONSULTANT's random testing pool information. Employees whose names do not appear on the CONSULTANT's random test list will not be allowed to perform safety-sensitive functions.

PROCESS SAFETY MANAGEMENT

1. CONSULTANTS who perform work in a gas processing plant or facility that falls under the jurisdiction of OSHA 29 CFR 1910.119, Process Safety Management, shall comply with all applicable requirements of 1910.119 in addition to the general requirements of this manual.
2. CONSULTANTS performing work in a PSM facility shall complete and submit to the Company Job Representative the CONSULTANT Safety Questionnaire Form, the OSHA 200 form, and the CONSULTANT Acknowledgment form. To verify compliance, the CONSULTANT may be subject to a detailed safety audit at anytime during the term of its contract with the Company.

PROJECT ORIENTATION AND SAFETY MEETINGS

1. The Company job representative(s) shall conduct a project orientation meeting before the start of work to familiarize the CONSULTANT with the requirements of the CONSULTANT Safety Program, including known applicable legal requirements. All CONSULTANT personnel are required to view the Company's "CONSULTANT Safety Orientation Video". The meeting will serve to identify and discuss the known hazards that could be encountered during the project. This meeting will be documented on the Project Orientation Meeting Form shown on Attachment "B".
2. The CONSULTANT shall conduct an initial orientation meeting with its employees to ensure that each employee understands the scope of the work, the associated hazards, the requirements of the Company's CONSULTANT Safety Program and legal requirements. The content of the orientation will be documented on the CONSULTANT Employee Certification form shown on Attachment "C" but shall include at a minimum the elements contained in this CONSULTANT Safety Manual. CONSULTANTS shall include additional topics relevant to the scope of work. Each employee must sign this form to indicate that he or she fully understands the topics covered. The completed form must be given to the Company job representative.
3. The CONSULTANT shall conduct daily (or more frequent, if necessary) "tailgate" safety meetings to advise the contract employees of changes that could effect the safety of their job. A copy of the meeting contents and who attended the meeting shall be documented using the form provided in Attachment "A" and shall be provided to the Company job representative after each meeting. The Company job representative shall ensure that the CONSULTANT is advised of changes that could effect the project.

GENERAL SAFETY POLICIES

1. The Company requires all CONSULTANT personnel to be fully trained and knowledgeable of their assigned duties. This includes all applicable requirements for safety, health and environmental protection associated with the full scope of the CONSULTANT's work.
2. Safety devices, such as relief valves, shutdowns, alarms, fire suppression systems and vibration devices, etc., shall not be removed, bypassed or disconnected.
3. Smoking on Company property is prohibited except in designated areas.

4. Intoxicants, narcotics or illicit drugs shall not be consumed or possessed while using Company equipment, working on a Company job site, or while working on a Company project. Any CONSULTANT employee under the influence or using intoxicants, narcotics or illicit drugs while at work will be removed from the work location immediately.
5. Firearms of any kind are prohibited on Company property, including the possession of a firearm in a vehicle or other equipment.
6. It shall be the CONSULTANT's responsibility to practice good housekeeping methods to the extent possible. This will include the disposal of trash, keeping materials and supplies orderly, appropriately labeled, and stored safely, and keeping equipment and material from obstructing roads and walkways.
7. CONSULTANT personnel shall operate vehicles in a responsible and safe manner on the job site and anytime they are on Company property. CONSULTANT personnel shall have a current and valid driver's license and comply with all applicable local or State laws governing motor vehicle use.
8. The CONSULTANT shall be responsible for the proper conduct of all CONSULTANT employees. Horseplay or conduct that may be termed disruptive or unsafe will not be permitted on Company property.

PERSONAL PROTECTION EQUIPMENT

1. CONSULTANTS and their subcontractors are required to provide, wear, and use personal protective equipment consistent with the requirements of the Kinder Morgan Environmental, Health and Safety Manual and with any site specific Company personal protective equipment policies.
2. The CONSULTANT shall be responsible for assessing the hazards present before any work begins, requiring its employees to use appropriate personal protective equipment, and strictly enforcing its use.
3. In addition to specific project related safety equipment, most Company projects will require the use of at least the following general safety equipment items:
 - Hard hats
 - Safety glasses with side-shields, goggles and face-shields
 - Hearing protection
 - Gloves
 - Footwear that is appropriate for the tasks being done. If protective footwear is required, it shall comply with ANSI standard Z41-91.
 - Flame resistant clothing (FRC)

Other equipment that is often necessary but will be based on the scope of work include:

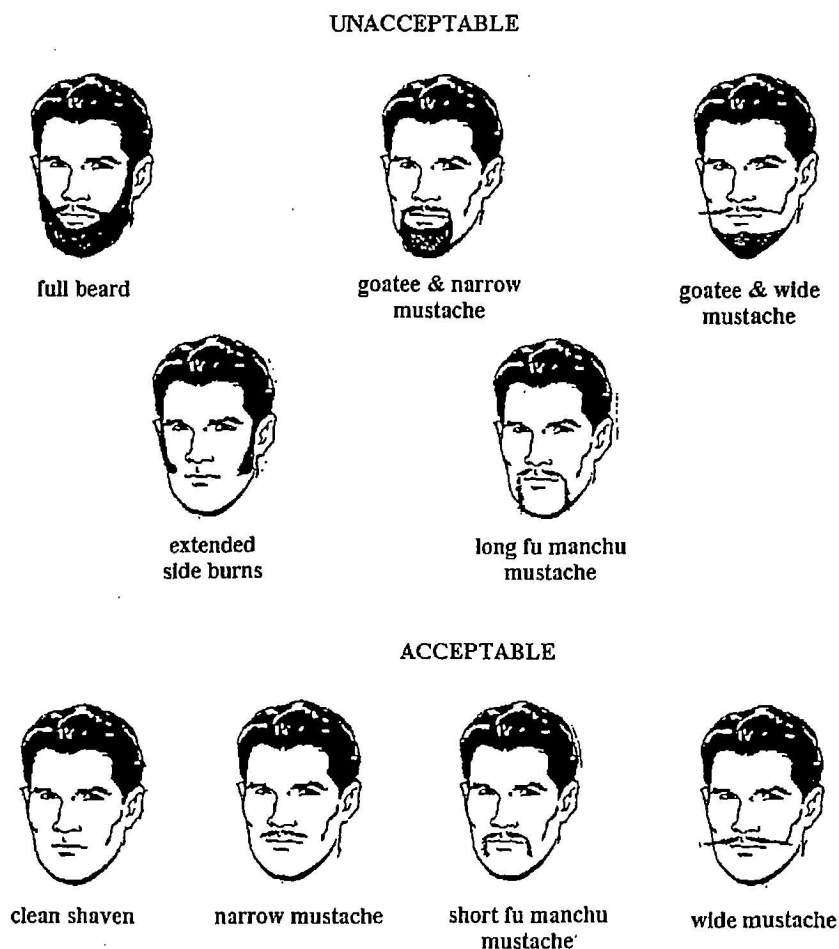
- Monitoring meters for combustible gases and oxygen deficiency
 - Respirators/SCBA
 - Lockout/Tagout equipment
4. Contract personnel shall dress appropriately for the intended work. This includes wearing full-length pants and full-length shirts with sleeves. Loose fitting or baggy clothing shall not be worn in areas where it could be caught in moving equipment. Cotton or natural fiber clothing is suggested, wearing no shirts, sleeveless shirts, tank tops, shorts or nylon clothing will not be allowed.
 5. The CONSULTANT shall provide flame resistant clothing (FRC) to all CONSULTANT employees who work in plants, compressor stations and on jobs where employees may be exposed to conditions that could produce a flash fire or ignition of a flammable material. The CONSULTANT will be responsible for assuring flame resistant clothing is worn anytime there is potential for injury to a worker from a flash fire.

6. The CONSULTANT shall ensure all CONSULTANT employees are thoroughly familiar with the provided safety equipment and with its limitations, use and how it is to be inspected. The CONSULTANT will be responsible for making sure that all protective equipment is inspected, well maintained and in working condition at all times.

RESPIRATORY PROTECTION

1. CONSULTANTS involved in work that requires respiratory protection shall have a written respiratory protection program, which conforms to OSHA 29 CFR 1910.134. A written copy of the program shall be furnished to the Company job representative upon request. The CONSULTANT will be responsible for providing documentation assuring that all personnel who use respirators are properly trained, fit-tested and medically qualified.

Figure 1 - Guidelines for Facial Hair



2. CONSULTANTS involved in work that requires respiratory protection shall have a written respiratory protection program, which conforms to OSHA 29 CFR 1910.134. A written copy of the program shall be furnished to the Company job representative upon request. The CONSULTANT will be responsible for providing documentation assuring that all personnel who use respirators are properly trained, fit-tested and medically qualified.

3. It shall be the CONSULTANT's responsibility to have an adequate number of SCBAs on hand in case they are needed. Documentation of respiratory exams for all affected employees must be made available to the Company upon request.

CONFINED SPACE ENTRY

1. Confined space is defined as an area which has limited openings for entry/exit, is not designed for continuous worker occupancy, is large enough to enter to perform assigned work and may contain physical or toxic hazards.
2. The Company must issue a Confined Space Entry Permit to the CONSULTANT before entry into a confined space. The CONSULTANT will be responsible for obtaining the permit from the Company job representative before entering a confined space situation.
3. All CONSULTANTS involved in confined space entry activities must be able to supply certification of training to ensure that each employee understands and has the skills necessary for safe performance of their assigned duties.
4. Unless alternative express contractual arrangements have been made with the Company prior to the start of work, CONSULTANTS involved in confined space entry shall provide all PPE and retrieval equipment necessary for the type of entry being performed.
5. CONSULTANTS shall provide, maintain, and demonstrate the use of combustible gas and oxygen deficiency meters for all confined space entries.

HOT WORK PERMIT

1. Hot work is defined as the use of any tool or work process that could produce a source of ignition or temperatures sufficiently high enough to cause the ignition of flammable gas mixtures or liquids. The CONSULTANT must take every precaution to ensure a safe work environment when Hot Work is being performed.
2. The CONSULTANT must obtain a Hot Work Permit from the Company job representative before any hot work is performed. The CONSULTANT will be responsible for working with the Company job representative to assure all necessary precautions are taken prior to any hot work being performed.

FIRE PROTECTION

1. A fire-watch must be established in accordance with the Kinder Morgan Welding Manual, Chapter 4, anytime welding is performed on a pressurized vessel or segment of pipe. Specific details of the Company requirements can be obtained from the Company job representative.
2. CONSULTANTS performing welding, cutting, or using tools with spark producing capabilities must furnish fire extinguishers of adequate size for the job being performed. The CONSULTANT will also be responsible for assuring there are a sufficient number of personnel on site who are trained in the use of the supplied fire extinguishers. The fire extinguishers must have tags or some other form of documentation showing the extinguisher inspections are current.
3. A fire watch must also be established for situations where an automatic fire suppression system is temporarily taken out of service.

LOCKOUT / TAGOUT

1. CONSULTANTS involved in work that requires isolation of energy sources shall have a written lockout/tagout program that conforms to OSHA 29 CFR 1910.147 regulations. A written copy of the program shall be furnished to the Company job representative upon request. The CONSULTANT will be responsible for providing documentation assuring that all personnel who will be involved with the lockout/tagout process are properly trained in the specifics of the lockout/tagout procedure.

2. Any lockout/tagout activity must also conform, and be consistent with, the Company Lockout/Tagout procedure. It will be the CONSULTANT's responsibility to coordinate any lockout/tagout procedure with the Company job representative. The Company job representative will be responsible for ensuring the proposed lockout/tagout will not interfere with the operations of the plant or facility.
3. The Company job representative will determine if the CONSULTANT is to use Company supplied tags or CONSULTANT supplied tags for the lockout procedure. The CONSULTANT shall provide, and have available, their own lockout equipment including locks, hasps, chains, and tags that may be necessary during the lockout procedure.
4. Lockout/Tagout devices are never to be bypassed, ignored or otherwise defeated.

EXCAVATIONS

1. The CONSULTANT shall locate "foreign pipelines" or other buried utilities that may cross the proposed excavation using the state "One-Call" system(s) before the start of any excavation.
2. The CONSULTANT shall determine the exact location of buried facilities by hand digging the final 18" or by other safe method when excavation approaches the estimated location of a buried structure. The CONSULTANT shall ensure that exposed underground facilities are properly supported and protected.
3. OSHA sloping or shoring rules shall be strictly followed.
4. The CONSULTANT shall provide ladders or sloped walkways for safe entrance and exit for personnel working in trenches or excavations four (4) feet or more in depth. The CONSULTANT shall provide emergency exits within 25 feet laterally from any point where employees are working in a trench.
5. No person will be permitted to work in excavations while excavation or other heavy equipment is being operated nearby.
6. All materials and equipment must be kept at least two (2) feet from the excavation to protect employees from the hazard of material and/or equipment falling or rolling into the excavation.
7. The CONSULTANT shall ensure that a person the Company deems competent to oversee, to monitor, and to inspect an excavation site, is on-site whenever work is occurring in an excavation.
8. Such competent person shall inspect excavations, the adjacent areas and protective systems for evidence of possible cave-ins, failures, hazardous atmospheres or other hazardous conditions. Employees exposed to a hazardous condition shall be removed from the area until necessary precautions have been taken.
9. The Competent Person must conduct inspections:
 - Each day, prior to the start of work;
 - As needed throughout the shift; and
 - After a change in weather conditions (i.e., rainstorm, snow, etc.) or other possible hazard causing event.

RIGHT-OF-WAY/ROAD-SIDE WORK

1. Employees working in a public road right-of-way or otherwise exposed to vehicular traffic will be provided with, and instructed to wear, warning vests marked with or made of reflective or highly visible material.
2. Barricades, cones, flashers and warning signs shall be placed at strategic locations when working on or near roads and other areas where vehicular traffic may be a hazard. Signing and flashers must meet the requirements of applicable local and state traffic authorities.

HAZARD COMMUNICATION

1. The CONSULTANT shall be responsible for the hazardous chemical training of all CONSULTANT employees as specified in 29 CFR 1910.1200, and must provide training documentation upon request.
2. Before commencing work the CONSULTANT shall provide the Company job representative a list of hazardous chemicals with MSDS sheets for all CONSULTANT-owned or used hazardous chemicals on site.
3. Before the project begins, the Company job representative shall provide the CONSULTANT with copies of MSDS sheets for all known Company-owned hazardous chemicals on site to which the CONSULTANT's employees may be exposed. At manned locations, such as plants, the Company representative may choose to allow the CONSULTANT to access the MSDS files already in place. In that case, the Company representative must inform the CONSULTANT of the known chemicals its employees may be exposed to and the location of the MSDS files.
4. It is the CONSULTANT's responsibility to identify chemical hazards and to communicate chemical hazard information to its employees and to provide the appropriate PPE for the job. It is the CONSULTANT's responsibility to ensure that all recommended and appropriate precautions are taken when working with hazardous chemicals.
5. The CONSULTANT shall label all chemical containers as to their content and hazards. Labeling shall comply with the requirements of 29 CFR 1910.1200.

WORKING IN ELEVATED WORK AREAS

1. The CONSULTANT shall be responsible for ensuring that all contract personnel are properly trained in the hazards of working in elevated positions in excess of 6 feet in height. The CONSULTANT will be responsible for ensuring that full body harnesses with lanyards are available and are used, and for the proper use of such equipment by employees who must work at heights where safe work platforms are not available.
2. Ladders and scaffolding shall be maintained and used in compliance with OSHA standards and approved for the type of work being performed.

INCIDENTS AND FIRST AID

1. The CONSULTANT shall be responsible for providing approved first-aid supplies and first aid trained personnel on the job. Trained personnel and supplies must be sufficient and suitable for the job.
2. The CONSULTANT shall promptly report to the Company job representative all incidents and occupational injuries or illnesses involving CONSULTANT employees. Following an occupational injury or illness, the CONSULTANT shall furnish to the Company copies of all applicable workers' compensation first report of injury forms and their revised OSHA 200 log. The Incident Report Form (Attachment D) shall be completed and forwarded to the Company Environmental, Health and Safety department within 24 hours.
3. The CONSULTANT shall investigate all incidents involving CONSULTANT employees that result in an OSHA recordable injury, spill/release to the environment, fire/explosion or damages in excess of \$500. The investigation will be documented (Attachment E) and a copy will be forwarded to the Company Director – Environmental, Health and Safety within 48 hours of the accident.
4. The CONSULTANT shall complete all post accident drug and alcohol tests for all accidents or injuries that result in the following:
 - a. A release of gas and:
 - The death or in-patient hospitalization of any third-party or Company, CONSULTANT or sub-contractor employee, or;
 - Property damage, to the CONSULTANT, Company or others of \$50,000 or more (including the cost of gas lost).
 - Determination by the Company that the event was significant, even though it may not meet the criteria shown above.

5. CONSULTANT shall complete post accident drug and alcohol tests for each surviving CONSULTANT employee if that employee's performance contributed to the accident or cannot be completely discounted as a contributing factor to the accident.

EVACUATION

1. The CONSULTANT shall be responsible for establishing the emergency evacuation plan with the Company job representative prior to starting the project. This will include fully understanding any emergency alarm, what each alarm means, and what the most appropriate response will be to that particular alarm.

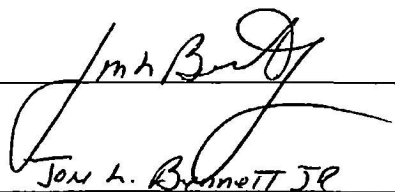
REPORTING UNSAFE CONDITIONS

1. All employees associated with the project, Contract or Company, shall promptly report to the Company job representative, any unsafe condition or work practice. Anytime an unsafe condition or work practice is reported, immediate steps will be taken to correct the situation. The CONSULTANT and Company job representative will be responsible for assuring the reported condition or unsafe work practice is corrected immediately.
2. The CONSULTANT shall implement a system that encourages employees to report any unsafe condition. Such a system shall allow for the documentation of each identified unsafe condition and the measures taken to correct the condition.
3. CONSULTANT and Company employees share the responsibility to make sure safe work conditions are maintained at the work site at all times.

CONSULTANT CERTIFICATION

I have read the contents of this document, and certify that I fully understand the requirements contained herein. I further certify that I have all of the items specified, and are compliant with all said requirements.

CONSULTANT (Company) Name Filter Recycling Services, Inc
(Please Print)

Signature:  Date: 10/15/01

Name: Jon L. Bennett Jr Title: PRESIDENT

ATTACHMENT A - DAILY CONSULTANT ATTENDANCE/MEETING REPORT

CONSULTANT: _____

Date: _____

Location: _____

Project Name: _____

Project Number (AFE): _____

Project Engineer: _____

NAME (Please Print)	OCCUPATION	SOCIAL SECURITY	COMMENTS

Company Representative: _____

CONSULTANT Representative: _____

Distribution: Original to Company Representative, Copy to CONSULTANT.

ATTACHMENT B - CONSULTANT ORIENTATION MEETING FORM

Facility Name and Location: _____

Company Job Representative: _____

Contracting Company: _____

Address: _____

CONSULTANT Telephone: _____

CONSULTANT Representative: _____

Area where work will be performed: _____

Brief description of work: _____

Length of project: _____ Miles _____ Days _____

Number of employees: _____ Normal Work Hours _____ AM to _____ PM _____

Subcontractors: _____

Special Equipment: _____

Topics discussed during orientation:

- | | |
|--|---|
| <input type="checkbox"/> General Safety Rules | <input type="checkbox"/> Respiratory Protection |
| <input type="checkbox"/> Permits | <input type="checkbox"/> Emergency Evacuation |
| <input type="checkbox"/> General Regulatory Requirements | |
| <input type="checkbox"/> Elevated Work Area | <input type="checkbox"/> First Aid |
| <input type="checkbox"/> Accident / Injury Reporting | <input type="checkbox"/> Confined Space Entry |
| <input type="checkbox"/> Safe Work Practices | <input type="checkbox"/> Lockout / Tagout |
| <input type="checkbox"/> Drug/Alcohol Policy | <input type="checkbox"/> Hazard Communication |
| <input type="checkbox"/> Hot Work Permit | <input type="checkbox"/> H2S Policy (If Applicable) |

Other Topics Discussed: _____

ATTACHMENT B - CONSULTANT ORIENTATION MEETING FORM

Company chemicals to which contract employees may be exposed: (list) This list may not include all chemicals to which contract employees may be exposed. CONSULTANT is responsible for identifying all chemicals, and for protection against exposure of contract employees to chemicals that are or are not on this list.

Were MSDS sheets provided to the CONSULTANT? ☐ Yes ☐ No ☐ N/A

If No, the Company representative informed the CONSULTANT of the location of the facility's MSDS files and provide the CONSULTANT with access to the files

Location of MSDS File: _____

Chemicals CONSULTANT brought or may bring on site to which Company employees may be exposed:

Were MSDS sheets provided to the Company? ☐ Yes ☐ No

Chemicals CONSULTANT brought or may bring on site to which Company employees may be exposed:

Does CONSULTANT have all required PPE, tools and equipment required to safely perform the job? CONSULTANT is responsible for obtaining all required PPE, tools and equipment prior to conducting any work. ☐ Yes ☐ No

Site hazards may include:

- High Pressure Natural Gas
- Use or storage of chemicals that may present a fire hazard or an exposure hazard
- Equipment used simultaneously in area where CONSULTANT will be working
- Ground and overhead hazards, such as pits, trenches, electrical lines, and booms

CONSULTANT is not relieved of its duty to exercise due care while on Company property or while performing work for Company. CONSULTANT is responsible for all site hazards caused or created by CONSULTANT.

List known existing site hazards:

Did CONSULTANT review the "CONSULTANT Safety Orientation Video? ☐ Yes ☐ No

CONSULTANT Orientation Conducted by: _____

Company Representative(s): _____

CONSULTANT Representative(s): _____

Date: _____

Distribution: Original to Company Representative, Copy to CONSULTANT.

ATTACHMENT C - CONSULTANT EMPLOYEE CERTIFICATION

I/we have attended the project orientation and fully understand the contents of the presentation.

Date: _____

[illegible]

Distribution: Original to Company Representative, Copy to CONSULTANT.

ATTACHMENT D - CONSULTANT ON-THE-JOB INJURY OR ACCIDENT REPORT

Provide the completed form to the Kinder Morgan Project Supervisor.

1. EMPLOYEE INFORMATION:

Name of Injured Employee: _____ Social Security #: _____
(First) (Middle) (Last)

Phone #: _____

Employee's Home Address: _____
(No. & Street) (City or Town) (Zip)

Age: _____ Birth Date: _____ Male ☐ Female ☐ Single ☐ Married ☐

2. WORK INFORMATION:

Work Location: _____ Job Description: _____

Date of Hire: _____

3. ACCIDENT DESCRIPTION:

Date of Hire: _____

Exact Location of Accident: _____
(No. & Street) (City or Town) (County) (State) (Zip)

Date of Accident: _____ Time: _____ AM ☐ PM ☐

Date Did the Accident occur on Kinder Morgan property? Yes ☐ No ☐

Working Shift: From _____ to _____ AM ☐ PM ☐ How Many Hours Had Employee Been on Job? _____

Date injury first reported to Employer: _____ Name of Person Notified: _____

Describe the injury/illness in detail and indicate the part of the body and the side of the body affected: _____

What was the employee doing when the accident occurred? _____

How did the accident occur? (Describe all activity leading up to the accident. Tell what material or tools were involved.

Tell what happened just before, at the time of, and just after the accident.) _____

What machine, tool, substance or object was most closely connected with the accident? _____

Did injury occur because of: Intoxication?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Failure to use safety devices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Failure to obey rules?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Unsafe act by injured or others?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Unsafe condition?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Unsafe Personal Factors (attitude,	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was Weather a factor?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how?	_____

What personal protective equipment is required for the job? _____ Was it used? ☐ Yes ☐ No

What safety measures could the employer have taken to prevent the accident? _____

Names and addresses of witnesses: _____
(Name) (No. & Street) (City or Town) (State) (Zip)

ATTACHMENT D - CONSULTANT ON-THE-JOB INJURY OR ACCIDENT REPORT

4. MEDICAL TREATMENT INFORMATION::

Did Employee Receive Medical Attention? ☐ Yes ☐ No Date of First Medical Care: _____

Doctor's Office: ☐ Yes ☐ No Emergency Room/Clinic: ☐ Yes ☐ No Admitted to Hospital? ☐ Yes ☐ No

Name & Address of Medical Provider: _____

Date Last Worked: _____ Has Employee Returned to Work? ☐ Yes ☐ No Date: _____

If No, Estimate Number of Days Lost: _____

Did injury/illness result in death? ☐ Yes ☐ No If so, give date: _____

If death occurred, give name, age, relationship and address of known dependents: _____

5. SUPERVISOR'S INVESTIGATION:

What will you do to prevent recurrence of this type of accident? _____

What has been done to prevent recurrence? _____

What were contributing causes of the accident? _____

When did you visit the accident site? _____

Date: _____ Signature: _____ Title: _____
(Supervisor or Foreman)

6. NEXT LEVEL SUPERVISOR'S REVIEW:

Do you agree with the results of this investigation? ☐ Yes ☐ No If no, why not? _____

What should be done to prevent recurrence? _____

What will you do to prevent recurrence? _____

When will action be completed? _____

Date: _____ Signature: _____ Title: _____
Next Level Supervisor